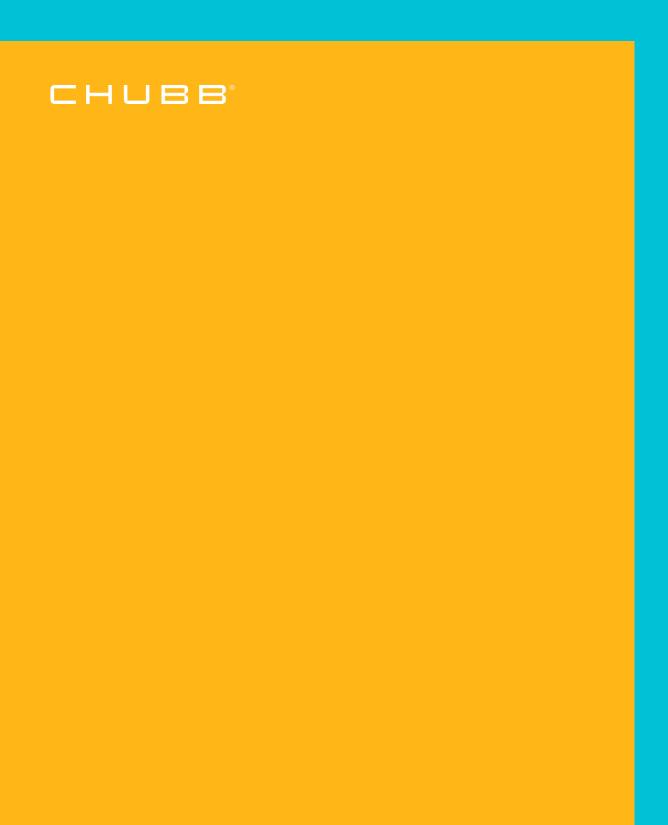
# Your Policy Document Travel Insurance Cancellation



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## Welcome

## Thank you for choosing Chubb Travel Insurance.

This is **Your** Policy Wording which, together with **Your** Policy Schedule and the information supplied when applying for this insurance, is a contract between **You** and **Us**. Cover provided under this Policy is underwritten by Chubb European Group Limited, Portuguese branch, (**We/Us**).

This Policy pays benefits, in accordance with this Policy Wording, in the event that **You** need to cancel **Your Trip** before it begins.

This Policy does not cover any pre-existing medical conditions.

**You** (as specified in the Policy Schedule) and **Chubb** agree that **You** shall pay the premium as agreed. The Policy Schedule and this Policy Wording provides the full terms and conditions of the insurance with **Us**. **You** acknowledge that **We** have offered this Policy and set the premium using the information which **We** have asked for and **You** have provided, and that any change to the responses provided by **You** may result in a change in the terms and conditions of the Policy and/or a change in the premium.

You should check over the Policy Wording and Policy Schedule carefully to ensure they are correct and meet Your requirements, and notify Us immediately, if anything is incorrect, as this could affect Policy cover in the event of a Claim. You should keep these documents in a safe place. You must tell Us if either Your insurance needs or any of the information You have given Us changes. A change in circumstances may affect Policy cover, even if You do not think a change is significant, and We may need to change this Policy. We will update the Policy and issue a new Policy Schedule each time a change is agreed.

Andrew Kendrick

President

Chubb European Group Limited

## Table of Benefits

Section	Benefit Amounts / Limit of Liability	Excess <sup>1</sup>
1. Cancellation	Flight Cost² plus up to €500 for unused travel costs	×
2. Curtailment	up to €500	1

- $^{\scriptscriptstyle 1}$  A €50 excess applies to each benefit section per person as highlighted in the table above.
- $^{\rm 2}$  Flight Cost means the total cost of your flight as shown on your flight booking confirmation.

The table above shows the maximum amounts that are covered under the policy per person.

## **Important Information**

#### How to Claim

Guidance on how to make a **Claim** under this Policy is detailed on page 13 in this Policy Wording.

#### How to Cancel

Guidance on how to cancel this Policy is detailed on page 15 in this Policy Wording.

## General Conditions and General Exclusions

There are certain Conditions and Exclusions which apply to all sections of this Policy, and these are detailed on pages 15 to 17 and 11 to 12 in this Policy Wording.

#### Persons Covered

All **Persons Insured** on this policy must be:

- permanently resident in **Portugal** and be in **Portugal** at the time of purchasing this policy; and
- 2. 64 years of age or under at the time of purchasing this Policy.

## **Policy Definitions**

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy and are shown by using bold text and capital letters. All Policy definitions are applicable to this Policy as a whole, and are detailed on pages 18 to 19 in this Policy Wording.

### **Trips Covered**

The Plan Type You have chosen, Round Trip or One Way Trip, is shown on the Policy Schedule.

- Round Trip
   A Trip Abroad during the
   Period of Insurance that takes
   place entirely within the Area
   of Travel stated in the Policy
   Schedule.
- 2. One Way Trip A Trip Abroad during the

Period of Insurance that takes place entirely within the Area of Travel stated in the Policy Schedule but has no scheduled return date.

## **Trips Not Covered**

We will not cover any Trip

- which involves manual work of any description;
- where Winter Sports is the main reason for Your trip;
- which involves You travelling on a Cruise;
- which involves You travelling specifically to obtain medical, dental or cosmetic treatment;
- when You have been advised not to travel by Your Doctor or You have received a terminal prognosis;
- where, on the date it is booked (or commencement of the Period of Insurance if later), You or Your Travelling Companion are aware of any reason why it might be cancelled or Curtailed, or any other circumstance that could reasonably be expected to result in a Claim under this policy;
- involving travel to areas where the Ministry of Foreign Affairs has advised against 'all travel'. If you are not sure whether there is a travel warning for your destination, please check their website <a href="http://www.portugal.gov.pt/pt/ministerios/mne.aspx">http://www.portugal.gov.pt/pt/ministerios/mne.aspx</a>.

## The Cover We Provide

The maximum amount **We** will pay under each Section that applies .is detailed in the Table of Benefits on page 4 in this Policy Wording.

## When You Are Covered

- Cancellation cover under Section 1 begins when a Trip is booked, or from the commencement date and time Stated in the Policy Schedule, whichever is later. It ends when You start Your Trip.
- 2. Insurance cover under all other Sections operates for a Trip that takes place during the Period ofInsurance. .

## When Cover Will End Automatically

- Round Trip
   All cover will end when the Period of Insurance ends.
- 2. One Way Trip
  All cover will end 24 hours
  after You start Your Trip.

# **Automatic Extension of the Period of Insurance**

If You cannot return home from a Trip before Your cover ends, Your policy will automatically be extended at no extra charge for:

- up to 14 days if any Public Transport in which You are booked to travel as a ticketholding passenger is unexpectedly delayed, cancelled or Curtailed because of Adverse Weather, industrial action, or mechanical breakdown; or
- up to 30 days (or any longer period agreed by Us in writing before this automatic extension expires) if You cannot return home Due To:
  - You being injured or becoming ill or being quarantined during a Trip
  - You being required to stay on medical advice with another Person Insured named on Your Policy Schedule who is injured or becomes ill or is quarantined during a Trip.

## Section 1 - Cancellation

#### What is covered

We will refund Your unused travel and/or accommodation costs up to the amount stated in the Table of Benefits (including excursions pre-booked and paid for before starting Your Trip), which You have paid or are contracted to pay and which cannot be recovered from any other source if it becomes necessary to cancel a Trip Due To:

- You or Your Travelling Companion(s)
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or
  - D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a Doctor who specialises in obstetrics); or
  - E. being compulsorily
    quarantined on the
    orders of a
    treating Doctor;
    provided that such
    cancellation is confirmed as
    medically necessary by the
    treating Doctor.
- 2. Your Immediate Family
  Member or Close Business
  Colleague or Your Travelling
  Companion's Immediate
  Family Member or Close
  Business Colleague or
  someone You have arranged
  to stay with on Trip:
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or

- D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a Doctor who specialises in obstetrics); or provided that such reasons for cancellation are confirmed by a Doctor.
- 3. the police requiring You or Your Travelling Companion's presence following a burglary or attempted burglary at Your or Your Travelling Companion's home.
- 4. serious fire storm or flood damage to Your or Your Travelling Companion's home, provided that such damage occurs within the 7 days immediately prior to commencement of Your Trip.
- 5. the compulsory jury service or subpoena of You or Your Travelling Companion
- You or Your Travelling Companion being made redundant and having registered as unemployed.

## What is not covered

- 1. Any Claim Due To
  - A. any pre-existing medical condition affecting any person upon whom Your Trip depends that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before Your Trip was booked (or commencement of the Period of Insurance if later), and which could result in Your having to cancel Your Trip;
  - B. **jury service or subpoena if You or Your Travelling**

- Companion are called as an expert witness or where Your or their occupation would normally require a Court attendance;
- C. redundancy where You or Your Travelling Companion:
  - i) were unemployed or knew that You or they may become unemployed, at the time the Trip was booked;
  - ii) are voluntarily made redundant or made redundant as a result of misconduct or following resignation;
  - iii) are self-employed or a contract worker;
- D. any adverse financial situation causing You to cancel Your Trip, other than reasons stated within the section 'What is covered'.
- E. You or Your Travelling
  Companion(s) deciding
  that You do not want to
  travel, unless that reason
  for not traveling is stated
  within the section
  'What is covered'.
- F. The failure to obtain the necessary passport, visa or permit for Your Trip.

- Any loss, charge or expense Due To:
  - A. a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking;
  - B. prohibitive regulations by the government of any country.
- 3. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees associated in relation to timeshares or similar arrangements.

## Section 2 - Curtailment

#### What is covered

## We will pay:

- A. unused accommodation costs (including excursions prebooked and paid for before starting Your Trip, which You have paid or are contracted to pay and which cannot be recovered from any other source; and
- B. reasonable additional travel and accommodation (room only) costs necessarily incurred in Your returning to Your home in Portugal.

up to the amount shown in the Table of Benefits, if it becomes necessary to, Curtail a Trip Due To:

- 1. You, Your Travelling Companion(s)
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or
  - D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a Doctor who specialises in obstetrics); or
  - E. being compulsorily quarantined on the orders of a treating Doctor; provided that such Curtailment is confirmed as medically necessary by the treating Doctor.
- 2. Your Immediate Family
  Member or Close Business
  Colleague or Your Travelling
  Companion's Immediate
  Family Member or Close
  Business Colleague or
  someone You have arranged
  to stay with on Trip:

- A. dying; or
- B. suffering serious injury; or
- C. suffering sudden or serious illness; or
- D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a Qualified Medical Practitioner who specialises in obstetrics); or
- E. being compulsorily quarantined on the orders of a treating Doctor; provided that such Curtailment is confirmed as medically necessary by the treating Doctor.
- 3. The police requiring You or Your Travelling Companion's presence following a burglary or attempted burglary at Your or Your Travelling Companion's home
- 4. Serious fire storm or flood damage to Your or Your Travelling Companion's home; provided that such damage occurs after Your Trip commences.

#### What is not covered

- Any Claim Due To
  - A. any pre-existing medical condition affecting any person upon whom Your Trip depends that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before Your Trip was booked (or commencement of the Period of Insurance if later), and which could result in Your having to Curtail Your Trip;

- B. any adverse financial situation causing You to Curtail Your Trip;
- C. You or Your Travelling Companion(s) deciding that You do not want to remain on trip.
- 2. Any loss, charge or expense Due To:
  - A. a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to Curtail a booking;
  - B. prohibitive regulations by the government of any country.
- 3. Any charge or expense paid for with, or settled using any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
- 4. Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the Trip.
- 5. The Excess.

## **General Exclusions**

Exclusions that apply to the whole Policy.

This insurance does not apply to the extent that resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, the member states of the European Union or United States of America prohibit Chubb from providing insurance, including but not limited to the payment of claims or the provision of any other benefit.

In particular, Chubb will not pay any claims or provide any other benefits arising out of or relating to any Insured Person whose main residence is in Cuba and/or arising out of or relating to any travel to, from or in Cuba or any travel which starts, ends or has a scheduled stop in Cuba.

We will not be liable to make any payment under this Policy where:

- Persons Covered
   You do not meet the criteria detailed under Important
   Notes on page 5 of this Policy.
- 2. Children travelling alone
  You are a Child travelling or
  booked to travel without an
  adult Person Insured named
  in the
  Policy Schedule.
- Trips not covered
   Your Trip is described under
   "Trip Not Covered", on page 5 of this Policy.
- 4. any Claim is Due To:
  - A. Not taking medication or treatment a Person Insured choosing not to take medication or other recommended treatment as prescribed or directed by a Doctor.

- **Tropical disease where** not vaccinated a tropical disease where the Person Insured has not had the vaccinations or taken the medication recommended by the **Portuguese Department** of Health or required by the authorities in the country being visited, unless they have written confirmation from a Doctor that they should not be vaccinated or take the medication, on medical grounds.
- C. Anxiety state or phobia a Person Insured suffering from any travel-related anxiety state, or phobia.
- D. Currency
  Currency exchange,
  including but not limited
  to any loss of value or
  currency conversion fees.
- E. Illegal Acts Any illegal act by You.
- F. Alcohol/drugs
  - **Alcohol** You drinking too much alcohol, alcohol abuse or alcohol dependency. We do not expect You to avoid alcohol on Trip, but We will not cover any Claims arising because You have drunk so much alcohol that Your judgement is seriously affected and You need to make a Claim as a result (for example any medical report or evidence showing excessive alcohol consumption which in the opinion of a Doctor has caused or contributed to the bodily injury).

- ii) Drugs
  You taking any drugs
  in contravention of
  the laws applicable to
  the country You are
  travelling to, or
  having an addiction
  to or abusing any
  medications, or being
  under the influence
  of any non-prescribed
  medication which is
  classified as a legal
  high in the country
  You are travelling to.
- G. Suicide/self-injury
  - i) Your suicide, attempted suicide or deliberate selfinflicted injury regardless of the state of Your mental health; or
  - ii) Your needless selfexposure to danger or where You have acted in a manner contrary to visible warning signs except in an attempt to save human life.

## H. Radiation

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

- I. Sonic waves pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.
- J. War War or any act of War whether War is declared or not.
- K. Financial Failure
  The financial failure of a
  tour operator, travel
  agent, transport provider,
  accommodation provider,
  ticketing agent or
  excursion provider.

## Making a Claim

Conditions that apply to the whole Policy.

You must notify Us immediately by telephone, email as soon as reasonably possible and within 30 days of becoming aware of anything likely to result in a Claim.

A personal representative can do this for **You** if **You** cannot;

We can be contacted at:

Email:

travelinsurance@uongroup.com

Tel: +351 211 143 967

## **Claim Conditions**

#### Other Insurance

If, at the time of an incident which results in a **Claim** under this Policy, there is any other insurance covering the same expense, **We** are entitled to approach that insurer for a contribution towards the **Claim**, and will only pay **Our** proportionate share.

# Recovering Our Claims Payments from Others

We are entitled to take over and carry out in Your name the defence or settlement of any legal action. We may also take proceedings at Our own expense and for Our own benefit, but in Your name, to recover any payment We have made under this Policy to anyone else.

## Complying with Special Conditions

**You** must comply with the Special Conditions detailed in the relevant Section of this Policy.

### Supplying Details & Documents

**You** must supply at **Your** own expense any information, evidence and receipts **We** require including medical certificates signed by a **Doctor**, police reports and other reports.

# Your Duty to Avoid or Minimise a Claim

You and each Person Insured must take ordinary and reasonable care to safeguard against loss, damage, Accident, injury or illness as though You were not insured.

#### Sending Us Legal Documents

You must send Us any original writ, summons, legal process or other correspondence received in connection with a Claim in 8 (eight) days when it is received and without answering it.

### Subrogation

**We** may take action in **Your** name to recover compensation or security for loss, damage or expenses covered by this insurance. **You** will not have to pay anything towards this action but **We** will be entitled to retain some or all of any amount recovered.

## **Recognising Our Rights**

You and each **Person Insured** must recognise **Our** right to:

- settle all Claims in Euros;
- be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which We pay to You:
- 3. be supplied at **Your** expense with appropriate original medical certificates where required before paying a **Claim**;
- 4. request and carry out a medical examination and insist on a postmortem examination, if the law allows **Us** to ask for one, at **Our** expense.

#### Fraudulent Claims

**We** will not pay dishonest **Claims**. If **You** make a dishonest **Claim**, **We** may cancel **Your** cover.

#### **Paying Claims**

If **You** are 18 years or over, **We** will pay the **Claim** to **You** and **Your** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.

If You are aged under 18 years and covered under this Policy as the Partner of a Person Insured, We will pay the Claim to Your Partner for Your benefit. In all other circumstances we will pay the appropriate benefit amount to Your Parent or Legal Guardian for Your benefit. Your Partner's or Parent or Legal Guardian's receipt shall be a full discharge of all liability by Us in respect of the Claim.

## **General Conditions**

Conditions that apply to the whole Policy.

#### Contract

This Policy, the Policy Schedule and any information provided in **Your** application will be read together as one contract.

#### Choice of Law

This Policy shall be governed by and interpreted in accordance with the laws of Portugal alone shall have jurisdiction in any dispute. All communication in connection with this Policy shall be in Portuguese.

#### Jurisdiction

This agreement or any dispute or claim arising out of or in connection with its subject matter or formation shall be submitted to the exclusive jurisdiction of the Portuguese courts, understood as insured's domicile.

## Third Party Rights

Only **You** and **Us** can enforce the terms of this Policy. No other party may benefit from this contract as of right. This Policy may be varied or cancelled without the consent of any third party.

#### Compliance with Policy Requirements

You (and where relevant Your representatives), shall comply with all applicable terms and conditions specified in this Policy. If You do not comply, We will only pay that part of any Claim that We would have had to pay if You had complied in full.

#### **Changing Your Policy**

If You want to change Your Policy
 If any of the information You have
 given Us changes You must telephone
 (and confirm in writing if We request
 You to do so), email or write to Us.

2. If We want to change Your Policy We reserve the right to make changes or add to these Policy terms for legal or regulatory reasons and/or to reflect new industry guidance and codes of practice. If this happens We will write to You with details at least 30 days before We make any changes. You will then have the option to continue with or to cancel the Policy.

Any change made to **Your** Policy will begin on the date that the Policy Schedule is issued to **You** by **Us**.

If **We** change **Your** policy and as a result of those changes **You** wish to cancel **Your** policy, **We** will send **You** a pro-rata refund unless **You** have made a **Claim** under this Policy in which case no refund will be made.

## **Cancelling Your Policy**

#### If You want to cancel Your Policy

A. 14 day cancellation right
If, for any reason, You are not
satisfied with this Policy, You
may, within 14 days of
receiving Your Policy and
Policy Schedule contact Us
and we will cancel it. If this
happens the Policy will have
provided no cover and We will
refund any premiums You have
paid, providing no Claim(s) have
been reported or paid.

**B.Cancellation after 14 days**After 14 days **You** may cancel **Your**policy, but We will not pay **You** a
refund of any premium **You** have paid.

#### Our contact details are:

Chubb European Group Limited - Sucursal em Portugal, Av. da Liberdade, n. $^{
m 0}$  249, 3rd Floor, 1250-143 Lisboa

Telephone: 808 501 055 (cost of a local call)

If **We** want to cancel **Your** Policy **We** can cancel this Policy by giving **You** 30 days written notice. **We** will only do this for a valid reason. Examples of valid cancellation reasons include attempted or actual fraud, or where **We** are ordered or instructed to cancel this Policy by a regulator, court, or other law enforcement agency. If **We** cancel the Policy **We** will refund any premium **You** paid for the cancelled period provided **You** have not made a **Claim** under the Policy during the current **Period of Insurance**.

#### Other taxes or costs

**We** are required to notify **You** that other taxes or costs may exist which are not imposed or charged by **Us**.

#### Misrepresentation and Non-Disclosure

You must take reasonable care to ensure that all of the information provided to Us in the application process, in "Your Declaration to Us", by correspondence, over the telephone, on claim forms and in other documents is true, complete and accurate. Please note that providing incomplete, false or misleading information could affect the validity of this Policy and may mean that all or part of a Claim may not be paid. You acknowledge that We have offered the Policy and calculated the premium using the information which We have asked for and You have provided, and that any change to the responses provided may result in a change in the terms and conditions of the Policy and/or a change in the premium.

#### **Premium**

In order to benefit from the coverages foreseen in this contract, You have to pay the agreed premium in the due date. If You do not pay the agreed premium this contract will be null with no effect from the very beginning.

#### Interest

No sum payable by **Us** under this Policy shall carry interest unless payment has been unreasonably delayed by **Us** following receipt of all the required certificates, information and evidence necessary to support the **Claim**. Where interest becomes payable by **Us**, it will be calculated only from the date of final receipt of such certificates, information or evidence.

#### **Bank Charges**

**We** shall not be liable for any charges applied by **Your** bank for any transactions made in relation to a **Claim**.

## Complaints procedures

We are dedicated to providing a high quality service and want to maintain this at all times. If the Policyholder or Insured Person are not satisfied with this service, please contact Us, quoting Your Policy details, so We can deal with the complaint as soon as possible, according to the Complaints Management Policy of Chubb European Group Limited, Sucursal em Portugal

If You have a complaint about the sale of Your Policy or the Customer Service You have received please contact our complaints department:

Chubb European Group Limited – Sucursal em Portugal,

Av. da Liberdade, n.º 249, 3rd Floor, 1250-143 Lisboa.

E-mail address: <a href="mailto:reclamacoes.pt@chubb.com">reclamacoes.pt@chubb.com</a>
Fax: 800834239 (cost of a local call)

You can also address Your complaint to the Portuguese Insurance and Pensions Funds Supervisory Authority – ASF (www.asf.com.pt, e-mail consumidor@asf.com.pt).

You can approach the Ombudsman Service for assistance if there is dissatisfaction with Our final response or after 20 days from making the complaint if not resolved satisfactorily. A leaflet explaining the procedure is available upon request. You can also access the contacts details in our website:

https://www2.chubb.com/ptpt/conformidade-etica/reclama-provedorcliente.aspx

Following these complaints procedures does not reduce **Your** statutory rights relating to this Policy. For further information about **Your** statutory rights contact the Citizens Advice Bureau.

#### European Online Dispute Resolution Platform

If **You** arranged **Your** Policy with **Us** online or through other electronic means, and have been unable to contact **Us** either directly or through the Ombudsman, **You** may wish to register **Your** complaint through the European Online Dispute Resolution platform:

http://ec.europa.eu/consumers/odr/.

**Your** complaint will then be re-directed to the Ombudsman and to **Us** to resolve. There may be a short delay before **We** receive it.

List of Alternative Dispute Resolution Authorities (RAL) (established in accordance with Article 20 of the 2013/11 / EU Directive:

Centro de Arbitragem de Conflitos de Consumo de Lisboa http://www.centroarbitragemlisboa.pt/

Centro de Arbitragem de Conflitos de Consumo do Vale do Ave/Tribunal Arbitral http://www.triave.pt/

CIAB – Centro de Informação, Mediação e Arbitragem de Consumo (Tribunal Arbitral de Consumo) http://www.ciab.pt/pt/

CNIACC – Centro Nacional de Informação e Arbitragem de Conflitos de Consumo http://www.arbitragemdeconsumo.org/

Centro de Arbitragem de Conflitos de Consumo do Distrito de Coimbra http://www.centrodearbitragemdecoimbra. com

Centro de Informação, Mediação e Arbitragem de Conflitos de Consumo do Algarve http://www.consumoalgarve.pt

Centro de Informação de Consumo e Arbitragem do Porto http://www.cicap.pt

# Prudential Regulation Authority and Financial Conduct Authority

Chubb European Group Limited, a Chubb Company, Registered in England and Wales No. 1112892 with registered office at Chubb Building, 100 Leadenhall Street, London, EC3A 3BP.

Chubb European Group Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Full details can be found on the Financial Services Register by visiting <a href="https://register.fca.org.uk/">https://register.fca.org.uk/</a> or by contacting the FCA on 0800 111 6768 (Calls are free from a UK landline or mobile).

## Portuguese Insurance and Pensions Funds Supervisory Authority – ASF

Chubb European Group Limited – Sucursal em Portugal" with registered office in Av. da Liberdade, n.º 249, 3rd Floor, 1250-143 Lisboa, Registered No. 980 350 964, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority 20 Moorgate, London EC2R 6DA (UK) and in Portugal by the Insurance and Pensions Funds Supervisory Authority –with register n.º 1173.

## **General Definitions**

The following words and phrases below will always have the following meanings wherever they appear in the Policy and Policy Schedule in bold type and starting with a capital letter.

#### Abroad

Outside Portugal

#### Accident, Accidental

A sudden identifiable violent external event that happens by chance and which could not be expected; or unavoidable exposure to severe weather.

#### **Adverse Weather**

Weather of such severity that the police (or appropriate authority) warn by means of public communications network (including but not limited to television or radio) that it is unsafe for individuals to attempt to travel via the route originally planned by **You**.

#### **Age Limit**

64 years old (inclusive) and under at the date of taking out the Policy.

#### Child, Children

A person under 18 years of age at the time the Policy is purchased.

#### Chubb

Chubb European Group Limited

#### **Insurer**

Chubb European Group Limited, Sucursal em Portugal, a Chubb Company.

Av. da Liberdade, n.º 249, 3rd Floor, 1250-143 Lisboa

#### Claim, Claims

Single loss or a series of losses **Due To** one cause covered by this Policy.

#### **Close Business Colleague**

Someone who **You** work with in **Portugal** and who has to be in work in order for **You** to be able to go on or continue a **Trip**.

#### Cruise

A sea or river voyage of more than 3 days in total duration, where transportation and accommodation is primarily on an ocean or river going passenger ship.

#### Curtail, Curtailed, Curtailment

Cut short/cutting short Your Trip.

#### **Doctor**

A doctor or specialist, registered or licensed to practise medicine under the laws of the country in which they practise who is neither:

- 1. a **Person Insured**; or
- a relative of the **Person Insured** making the **Claim**,

unless approved by Us.

#### **Due To**

Directly or indirectly caused by, arising or resulting from, or in connection with.

#### Europe

Albania, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Eire, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza; Corsica; Sardinia; Sicily; Malta, Gozo; Crete, Rhodes and other Greek Islands; Cyprus), Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals), Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine.

#### Excess

The first amount stated in the Table of Benefits of any **Claim** which each **Person Insured** must pay for each Section of the Policy that is claimed under.

#### **Immediate Family Member**

Your Partner or fiancé(e) or the grandchild, child, brother, sister, parent, grandparent, step-brother, stepsister, stepparent, parent-in-law, son- in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece, of You or Your Partner, or anyone noted as next of kin on any legal document, all of whom must be resident in Portugal, and not any Person Insured.

#### **Insured Adult**

A person named in the Policy Schedule between the ages of 18 and 64 (inclusive)

and who is resident in Portugal and is in Portugal when taking out the insurance.

#### Parent or Legal Guardian

A person with parental responsibility, or a legal guardian.

#### **Partner**

Your spouse or civil partner (registered pursuant to the Civil Partnership Act) or someone of either sex with whom You have been living for at least three months as though they were Your spouse or civil partner.

#### **Period of Insurance**

Period of cover commencing at 00.01 or any later time the Policy Schedule is issued and ending on the date shown on **Your** Policy Schedule.

#### **Premium**

Total amount, including Taxes and all applicable charges that the Policyholder must pay for the Insurance.

#### **Public Transport**

Any air, land or water vehicle operated under licence for the transportation of farepaying passengers and which runs to a scheduled published timetable.

## Travelling Companion(s)

Someone **You** have arranged to go on **Your Trip** with and who it would be unreasonable to expect **You** to travel or continue **Your Trip** without.

#### Trip

A journey Abroad involving prebooked travel or accommodation.

#### **Portugal**

Continental Portugal and archipelagos of **Açores** and **Madeira**,

#### War

Armed conflict between nations, invasion, act of foreign enemy, civil war or taking power by organised or military force.

#### We, Us, Our, Ourselves

Chubb European Group Limited, Sucursal em Portugal.

#### **Winter Sports**

Bigfoot skiing, bobsleighing, cross-country skiing, glacier skiing, heli-skiing, kite snowboarding, langlauf, luging, monoskiing, skidooing, skiing, ski acrobatics, ski flying, ski jumping, ski racing, ski touring, sledging, snow blading, snowboarding, snowmobiling, speed skating, tobogganing.

#### You, Your, Person(s) Insured

All persons named in the Policy Schedule within the **Age Limit** being resident in **Portugal**. Each person is separately insured with the exception of any **Child** unless travelling with an **Insured Adult**.

#### **Data Protection**

We use personal information which you supply to us or, where applicable, to your insurance broker in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting.

We are part of a global group (in the sense of article 42 of the Spanish Code of Commerce), and your personal information may be shared with our group companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control. Some of the recipients may be based in territories, like the US, with a level protection of privacy not equivalent to the one enjoyed in the European Union.

You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, rectification, erasure, restriction of processing, data portability, objection and review of automated individual decisions.

This section represents a condensed explanation of how we use your personal information. For more information, checking the identity of our Data Protection Officer and knowing how to exercise your data rights, we strongly recommend you read our user-friendly Master Privacy Policy, available here: <a href="https://www2.chubb.com/uk-en/footer/privacy-policy.aspx">https://www2.chubb.com/uk-en/footer/privacy-policy.aspx</a>. You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at <a href="mailto:dataprotectionoffice.europe@chubb.com">dataprotectionoffice.europe@chubb.com</a>.

#### Language

Upon request from the policyholder, the parties agree that this policy was written in English language.

The actions arising from this Insurance Contract will expire within five (5) years. The limitation period begins since the knowledge of the right.

#### Contact Us

Chubb European Group Limited, Sucursal em Portugal

Av. da Liberdade, n.º 249, 3rd Floor, 1250-143 Lisboa

#### **About Chubb**

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients.

The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior claims handling expertise and local operations globally.

The insurance companies of Chubb serve multinational corporations, midsize and small businesses with property and casualty insurance and services; affluent and high net worth individuals with substantial assets to protect; individuals purchasing life, personal accident, supplemental health, home and car insurance and other specialty insurance coverage; companies and affinity groups providing or offering accident and health insurance programmes and life insurance to their employees or members; and insurers managing exposures with reinsurance coverage. Chubb's core operating insurance companies maintain financial strength ratings of AA from Standard & Poor's and A++ from A.M. Best. Chubb's parent company is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.

## Chubb. Insured.<sup>™</sup>